

2011 CSBG Boilerplate Contract

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



To: CSBG Service Providers

From: 
Pamela Harrison, Chief
Community Services Division

Date: December 21, 2010

Subject: 2011 Community Services Block Grant Contract

Enclosed is your agency's 2011 Community Services Block Grant (CSBG) Contract. The contract term is for one year and is from January 1, 2011 through December 31, 2011. The contract contains some changes, which are summarized below. The Department of Community Services and Development (CSD) encourages each Contractor to review the contract in its entirety.

Continuing Resolution for Authorized Allocation

Currently, CSD is operating under a continuing resolution and California's initial Notice of Grant Award is for \$10,803,382. CSD anticipates an amendment to this contract. A spreadsheet, which details the 2011 CSBG estimated allocation amounts for all agencies, is incorporated into the Agreement as Attachment III of Exhibit B. When completing your CSBG fiscal data budget forms, please use the amount listed for your agency on the spreadsheet under Column A, "**Total Estimated Allocation for Budgeting**".

Summary of contract changes

The following is a summary of the changes made to the 2011 CSBG Contract.:

- Upon Contract execution by Department of Community Services and Development (CSD), your advance payment will automatically be issued. The amount of the advance will be the amount listed on the spreadsheet for your agency under Column G, "First Available".
- Contract language clarifying the request for modification process.
- Removed language which requires the Contractor to submit an independent audit of any wholly owned or controlled subsidiary receiving funds or providing services. Contractors are expressly prohibited from contracting with subsidiaries.
- Reference to the Federal Funding Accountability and Transparency Act.

Please contact your Field Representative with any questions regarding your 2011 CSBG contract.

Attachments

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
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December 21, 2010

To All Community Services Block Grant Contractors:

2011 Community Services Block Grant Contract (CSBG)

Enclosed is your agency's contract packet for the 2011 Community Services Block Grant Program. It includes a table of contents, and two complete copies of the contract (face sheet, exhibits, and attachments).

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an original signature of your board's authorized representative. The board's resolution must identify whom it has authorized to sign the 2011 CSBG contract and any amendments.
- ☐ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that your agency's authorized representative has signed both face sheets. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2011 CSBG contract and, if applicable, any amendments.
- ☐ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

Exhibit A SCOPE OF WORK

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

(ATTACHMENT I, CSBG FISCAL DATA)

(ATTACHMENT II, CSBG PROGRAM REPORT)

(ATTACHMENT III, CONTRACT YEAR 2011 ALLOCATION SPREADSHEET)

Exhibit C GENERAL TERMS AND CONDITIONS

Exhibit D SPECIAL TERMS AND CONDITIONS

(ATTACHMENT I, CSD SUPPLEMENTAL AUDIT GUIDE)

Exhibit E ADDITIONAL PROVISIONS

Exhibit F DEFINITIONS

Exhibit G CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES

2011 CSBG

December 21, 2010

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- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.
- ☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

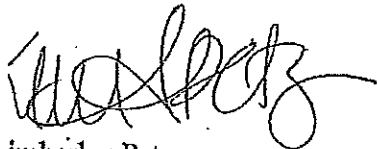
Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be complete. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance.

If you have questions regarding the contracting process, you may contact Ramonda Ramos of my staff at (916) 576-1852. For questions regarding insurance coverage, you may contact Abigail Churchill of my staff at (916) 576-5316. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Kimberley Petz
Manager, Contract Services Unit

P:RR
enclosures

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2011 COMMUNITY SERVICE BLOCK GRANT
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STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 11F-42	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
2. The term of this Agreement is: **January 1, 2011 through December 31, 2011**
3. The maximum amount of this Agreement is: **\$**
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

Exhibit A - Scope of Work
Exhibit B - Budget Detail and Payment Provisions
Attachment I, CSBG Fiscal Data
Attachment II, CSBG/National Performance Indicators (NPI) Program Data
Attachment III, Contract Year 2011 Allocation Spreadsheet
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Attachment I, CSD Supplemental Audit Guide
Exhibit E - Additional Provisions
Exhibit F - Definitions
Exhibit G - Certification Regarding Lobbying, Disclosure of Lobbying Activities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		<div>I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval</div> <div><input type="checkbox"/> Exempt per _____</div>
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lelsa Maestretti, Chief Financial Officer		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK:

1. COMPLIANCE

All services and activities are to be provided in accordance with all applicable federal and State laws and regulations as amended from time to time including, but not limited to, the following:

- a. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- b. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
- c. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB)

2. REQUIREMENTS, STANDARDS AND GUIDELINES

Federal law requires the State to establish fiscal control and fund accounting procedures and to ensure that the cost and accounting standards of the OMB apply to recipients of CSBG funds.

Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability.

To the extent that the federal requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 12725, et seq., or 22 CCR §§ 100601, et seq., or any specific provision of this Agreement, then that federal law, regulation, or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

EXHIBIT A
(Standard Agreement)

3. FEDERAL CATALOG DOMESTIC ASSISTANCE NUMBER

The Community Services Block Grant Act, Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

4. SERVICE AREA

The services shall be performed in the following service area:

PARC INSERT

5. ADDRESSES

Send all correspondence to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Mailing Address:	Post Office Box 1947 Sacramento, CA 95812-1947
Address:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95811-0336
Phone:	(916) 576-7109
Fax:	(916) 263-1406

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. TERM AND AMOUNT OF AGREEMENT

As specified on the face sheet of this Agreement (Std. 213), the term of this Agreement is for one year and covers the period January 1, 2011 through December 31, 2011.

The Maximum Amount specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2011, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocations to the State for FFY 2011, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759. At no time during the term of this Agreement shall Contractor expend more than the Maximum Amount, as that amount may be amended from time to time.

2. BUDGET

- A. Concurrent with the submission of this Agreement, Contractor shall complete and submit the CSBG Fiscal Data forms [CSBG Contract Budget Summary (CSD 425.S), CSBG Budget Support - Personnel Costs (CSD 425 1.1) & CSBG Budget Support - Non Personnel Costs (CSD 425 1.2)] attached to this Exhibit B. Pursuant to the instructions for CSD 425.S, Contractor must include an itemized list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s). Any internal annual budget displaying the funding sources and their anticipated revenues will be accepted.
- B. Contractor shall submit a justification for all projected expenditures in the budget, including a detailed budget narrative justifying expenditures in connection with budget support personnel and related non-personnel costs. The justification must be appended to the CSD 425.S.
- C. Administrative Expenses

For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

EXHIBIT B
(Standard Agreement)

- D. To the extent that 22 CCR § 100715(a) requires prior approval by CSD for any change that exceeds ten percent (10%) of an originally approved budget line item, CSD's execution of this Agreement hereby constitutes that prior approval, and the Contractor may make discretionary changes to the Budget Summary that exceed 10% for any line item, subject to all other applicable federal and State law and regulation and generally accepted standards of accounting.

3. **ADVANCE PAYMENTS**

- A. Upon execution of this Agreement, CSD shall issue an advance payment to Contractor not to exceed one hundred percent (100%) of the Maximum Amount of this Agreement, as set forth on the Std. 213, Standard Agreement, item 3. In no case, however, shall the advance payment exceed twenty-five percent (25%) of Contractor's total contract amount per the final Amendment to this Agreement in accordance with CA Gov. Code Section 12781(b).
- B. In the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2011, a subsequent advance payment of the advance amount plus any previous advances already allowed shall not exceed twenty-five percent (25%) of the total estimated allocation as set forth in Exhibit B, Attachment III, Contract Year 2011 CSBG Allocation Spreadsheet.
- C. CSD will initiate and pro-rate the repayment process of advanced funds beginning with the seventh monthly (or fourth bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term.
- D. CSD will initiate repayment of advance payments outstanding whenever seventy-five (75%) of the contract allocation has been expended. As applicable to the funding contract term, CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.
- E. If the Contractor will not fully expend the full allocation on or before December 31, 2011, the Contractor must complete a CSD 425b, requesting a contract term extension, and submit it to CSD no later than forty-five (45) days prior to the end of the Agreement term.

EXHIBIT B
(Standard Agreement)

4. BUDGET CONTINGENCIES

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the federal fiscal year 2011 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) CSD has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

5. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly/Bimonthly Fiscal Reports

- 1) Contractor shall elect to report and be reimbursed on either a monthly or bimonthly basis by selecting the appropriate box on the CSD 425.S and submitting it with the signed Agreement. The reimbursement cycle will be in effect throughout the term of this Agreement.
- 2) Contractor shall complete and submit to CSD a monthly or bimonthly (as specified by Contractor on the CSD 425.S) CSBG CAA Expenditure/Activity Report by entry onto the web-based Expenditure Activity Reporting System (EARS) on or before the twentieth (20th) calendar day following the report period, regardless of the level of activity or amount of expenditure(s) in the preceding report period. For specific due dates, refer to the CSD web site at www.csd.ca.gov.

B. Payments

CSD shall issue bimonthly/monthly payments (as specified by Contractor on the CSD 425.S) to Contractor upon receipt and approval of a certified CSBG CAA Expenditure/Activity Report. The report shall indicate the actual expenditures being billed to CSD for reimbursement for the specific report interval.

Subsequent payments to Contractor shall be contingent on receipt and approval by CSD of the monthly/bimonthly reimbursement and activity reports. If Contractor owes CSD any outstanding balance(s) for overpayments of any Contract, current or previous, the balance(s) will be offset based on arrangements made with the Contractor.

C. Mid-Year Programmatic Report

- 1) The midyear report covers the programmatic activities from January 1, 2011, through June 30, 2011. Contractor shall complete and submit to CSD the midyear CSBG/NPI Programs Report (CSD 801) no later than July 20, 2011.
- 2) The CSD 801 shall be submitted via e-mail to CSBGReports@csd.ca.gov.

EXHIBIT B
(Standard Agreement)

D. Annual Programmatic Reports

- 1) The annual programmatic reports cover the programmatic activities from January 1, 2011, through December 31, 2011. Contractor shall complete and submit to CSD the CSD 801 and the Client Characteristic Report (CSD 295-CCR).
- 2) The annual programmatic reports shall be submitted via e-mail no later than January 20, 2012, to CSBGReports@csd.ca.gov.

E. Community Services Block Grant Information Survey (CSBG/IS)

- 1) The CSBG/IS covers the period of January 1, 2011, through December 31, 2011. Contractor shall complete and submit to CSD annually: CSBG Fiscal Data—Other Funds (CSD 425.OF), CSBG Fiscal Data—Other Resources (CSD 425.OR), and CSBG Program and Management Accomplishments (CSD 090).
- 2) The CSBG/IS shall be submitted via e-mail no later than March 1, 2012, to: CSBGIS@csd.ca.gov.

F. Community Action Plan

Contractor shall submit to CSD no later than June 30, 2011, a community action plan for the Contract Years 2012 and 2013, as outlined in Government Code §12747 and pursuant to further guidance by CSD.

G. Close-Out Report

Contractor shall submit all of the appropriate CSD closeout forms within ninety (90) calendar days after the expiration date of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the closeout report by CSD.

- 1) The closeout report shall include the following forms: CSBG Contract Closeout Checklist and Certification of Documents Transmitted (CSD 715), Close-Out Program Income/Interest Earned Expenditure Report (CSD 715C), Close-Out Equipment Inventory Schedule (CSD 715D).

EXHIBIT B
(Standard Agreement)

- 2) Final expenditures must be submitted by entry onto EARS.
- 3) All adjustments must reflect the actual expenditure period and be submitted by entry onto EARS.
- 4) Subsequent payments for CSBG expenditures and the issuance of other CSD contracts shall be contingent upon timely submission of the closeout report.

H. FFATA Reporting

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the Federal Funding Accountability and Transparency Act (FFATA) or other Federal and State regulations, as applicable.

6. SCHEDULE OF ATTACHMENTS

The following attachments to this exhibit are hereby attached and incorporated by this reference:

A. Attachment I

Concurrent with the submission of this Agreement, Contractor shall complete and submit to CSD a description of projected spending for the term of this Agreement on the following forms, known as the CSBG Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

CSBG-Contract Budget (Summary)	CSD 425.S	(Rev. 12/09)
Budget Support (Personnel)	CSD 425.1.1	(Rev. 12/09)
Budget Support (Non Personnel)	CSD 425.1.2	(Rev. 12/09)

B. Attachment II

Contractor shall also complete and submit to CSD the CSD 801, which shall reflect a description of projections for the 2011 Contract Year, and which shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the outcome of the identified National Performance Indicators relevant to Contractor's programs, activities, problem statement, and delivery strategies.

C. Attachment III

This spreadsheet details the allocation of the Contract Year 2011 CSBG award and the first available advances.

EXHIBIT B
(Standard Agreement)

7. FORMS

The latest version of all forms identified in and/or required by this Agreement are available on the Contractor's Portal on the CSD website at www.csd.ca.gov.

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EXHIBIT B
(Standard Agreement)

(2011 CSBG)

ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425 S	(Rev.12/09)
Budget Support CSD 425 1.1	CSD 425 1.1	(Rev.12/09)
Budget Support CSD 425 1.2	CSD 425 1.2	(Rev.12/09)

☐ Monthly ☐ Bimonthly

ATTACHMENT I CSBG CONTRACT BUDGET SUMMARY

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Website:	E-mail Address:	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	Description	CSBG Fund (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the agency Total Operating Budget in Section 80)		

SECTION 20: PROGRAM COSTS

Line Item	Description	CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 20: Program Costs		

SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)	
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG	
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)	
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)	

Instructions

CSBG – Contract Budget Summary Form

CSD 425.S

(Rev. 12/1/2009)

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.S (Rev. 12/1/2009)

Enter the identifying information requested at the top of the report form: contractor's name, contract number, contract amount, contract term, and amendment number *(if applicable)*. Enter the preparer's name, telephone number, fax number, date, and e-mail address.

SECTION 10: ADMINISTRATIVE COSTS:

Any Costs directly related to the administration of the CSBG contract.

Lines 1 through 7: Enter the total CSBG amount budgeted for each line item.

1. Salaries & Wages
Provide the total dollar amount of salaries and wages dedicated to staff performing administrative duties. Includes all payments made to administrative staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.
2. Fringe Benefits
Provide the total dollar amount of fringe benefits for staff performing administrative duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, payroll taxes, workers' compensation, disability insurance, sick leave and accrued vacation should be included.
3. Operating Expenses
Provide the total dollar amount for all administrative operating expenses related to CSBG programs. All items must be listed on the CSD 425 1.2 budget support-non personnel cost form. Examples of administrative operating expenses include:
 - In-state travel costs
 - Building costs (such as rental & lease fees)
 - Consumable supply costs
 - Utility costs
 - Administrative operating costs (such as telephones, building alarms, maintenance, etc)
 - Supply costs (such as printing, duplication, postage, etc)
 - Insurance costs not related to personnel insurance costs
 - Additional fees related to the administration of the CSBG Program (such as staff trainings, membership dues, costs incurred due to Board meetings, subscriptions, etc)
 - Funds spent on contractor/consultant services to meet administrative needs in this area
4. Equipment
Provide the total dollar amount for all administrative equipment expenses related to CSBG program. Examples of administrative equipment expenses include:
 - All equipment/lease purchases dedicated to administrative needs

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.8 (Rev. 12/1/2009)

List all Equipment/Lease costs on the CSBG Budget Support – Non Personnel Cost CSD 425.1.2 with the detailed information.

5. Out-of-State Travel

Provide the total dollar amount of travel costs, excluding personnel costs related to administrative tasks incurred during travel outside of the State of California. Complete CSBG Budget Support – Non Personnel Cost CSD 425.1.2 with the name of the conference, location, and cost per trip.

6. Subcontractor Services

Provide the total dollar amount administered to any subcontracting agencies that provide administrative services.

List all subcontractor costs on the CSBG Budget Support – Non Personnel Cost CSD 425.1.2 with the detailed information. Include the subcontractor name and total amount of contract.

7. Other Costs

Provide a list of all other administrative costs that do not fit in the above categories, including but not limited to any funds directed towards:

- IT Development. IT Development includes only projects in the development phases. Costs of IT projects in use should be included in Operating Expenses & Equipment above.
- Audit, Legal and Lobbying Costs: As defined by the Cost Principles in OMB Circular A-122.
- Indirect Costs. The indirect cost rate is defined as the dollar value of the approved federal rate and the entire amount can be claimed as long as it is not reimbursed by another funding source. Please note that if indirect costs are reported the approved Indirect Cost Rate Plan must be submitted.

SUBTOTAL SECTION 10 (Administrative Costs): Enter the sum of line items 1 through 7 for CSBG funds. (Cannot exceed 12% of the agency total operating budget in Section 80)

SECTION 20: PROGRAM COSTS:

Those costs incurred that are not related to the administrative costs reported above, but are directly related to the operation of the program.

Lines 1 through 7: CSBG FUNDS: Enter the total amount budgeted for each of the line items.

1. Salaries and Wages

Provide the total dollar amount of salaries and wages allocated to staff performing programmatic support activities. Include all payments made to programmatic staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 426.S (Rev. 12/1/2009)

2. Fringe Benefits
Provide the total dollar amount of fringe benefits dedicated to staff performing programmatic support duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, payroll taxes, workers' compensation, disability insurance, sick leave and accrued vacation should be included.
3. Operating Expenses
Provide the total dollar amount for all programmatic operating expenses linked with CSBG programs. Include:
 - In-state travel costs related to programmatic costs
 - Building costs related to programmatic operation (such as rental & lease fees)
 - Consumable supply costs
 - Programmatic operating costs (such as telephones, building alarms, maintenance, etc)
 - Programmatic supply costs (such as printing, duplication, postage, etc)
 - Additional fees related to the programmatic operation of the CSBG Program
 - Funds spent on contractor/consultant services to meet programmatic needs in this area
4. Equipment
Provide the total dollar amount for all programmatic equipment expenses linked with CSBG programs. Include, equipment/lease purchases dedicated to programmatic needs.

List all Equipment/Lease costs on the CSBG Budget Support – Non Personnel Cost CSD 426 1.2 with the detailed information.
5. Out-of-State Travel
Provide the total dollar amount of travel costs related to programmatic tasks incurred during travel outside of the State of California. Complete CSBG Budget Support – Non Personnel Cost CSD 426 1.2 with the name of the conference, location, and cost per trip.
6. Subcontractor Services
Provide the total dollar amount paid to any subcontracting agencies that provide programmatic services. List all subcontractors services on the CSBG Budget Support – Non Personnel Cost CSD 426 1.2 with the detailed information. Include the subcontractor name and total amount of contract.
7. Other Costs
Provide a list of all other programmatic costs that do not fit in the categories above, including but not limited to funds directed towards:
 - Direct Client Purchases. Include all direct purchases made with CSBG dollars for items designated specifically for client use.

INSTRUCTIONS

ATTACHMENT I CSBG – CONTRACT BUDGET SUMMARY CSD 425.8 (Rev. 12/1/2009)

SUBTOTAL SECTION 20 (Program Costs):

Enter the sum of line items 1 through 7 for CSBG funds.

SECTION 40: Total CSBG Budget Amount:

Enter the sum of Subtotal Sections 10 and 20. The amount shall not exceed the total CSBG allocated amount.

SECTION 70: Other Agency Operating Funds Used to Support CSBG:

Provide the total operating funds used to support the CSBG program administered by the tripartite board. For public community action agencies, all funds under the administration of the advisory or administrative tripartite board should be considered as community action program operating funds. Prepare and attach a detailed list identifying all other funding sources and amounts that make up the total annual operating budget of the community action program(s).

SECTION 80: Agency Total CSBG Operating Budget:

The sum of Section 40 (Total CSBG Budget Amount) and Section 80 (Other Agency Operating Funds Used to Support CSBG).

SECTION 90: CSBG Funds Administrative Percent:

Divide Section 10: Administrative Costs by Section 80: Agency Total Operating Budget. This percentage cannot exceed 12% of the community action program's total operating budget.

CSBG BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

A	B	C	D	E	F
No. of Positions	Position Title	Total Salary for each position	Percent (%) of CSBG time allocated for each position	Number of CSBG months allocated for each position	Total CSBG Funds budgeted for each position
Total (must match Section 10: Administrative Costs on the CSD 425.S Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

[illegible]

FRINGE BENEFITS

iter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits.
examples: FICA, SSI, Health Ins., Workers Comp. Etc.)

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)		Section 10 Administrative Costs	Section 20 Program Costs
	Percentage	List CSBG funds Budgeted Line 2	List CSBG Funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)			

Instructions

CSBG Budget Support – Personnel Costs

CSD 425 1.1

(Rev. 12/1/2009)

ATTACHMENT I
CSBG BUDGET SUPPORT—PERSONNEL COSTS
CSD 425 1.1 (Rev. 12/1/2009)

Enter the identifying information requested at the top of the report form: contractor's name, contract number, Contract amount, contract term, and amendment number (if applicable). Enter the preparer's name, telephone number, fax number, date, and e-mail address.

ADMINISTRATIVE and PROGRAM COSTS – SALARIES AND WAGES:
Complete Section 10: Administrative Costs and Section 20 Program Costs for those costs which are directly related to CSBG contract. Provide the specific positions for the salaries and wages (Budget Summary 902 S) and Fringe Benefits (Budget Summary 902 S).

Column A: Number of Positions

Specify the number of positions for each Position Title in Column B that are directly related to the administrative (Section 10) and/or program (Section 20) costs of the CSBG contract.

Column B: Position Title

Specify the position title. Do not abbreviate.

Column C: Annual Salary for each position

Specify the total dollar amount of salaries and wages for staff performing CSBG administrative and/or program activities. Include all payments made to administrative/program staff, permanent or temporary, as well as all regular and overtime pay, as approved by the contract authority.

Column D: Percent (%) of CSBG Time allocated for each position

Specify the amount of time (in percent) for the position dedicated to the CSBG administrative and/or program activities.

Column E: Number of CSBG months allocated for Each Position

Specify the number of months allocated for each position listed in Column A.

Column F: Total CSBG funds budgeted for each position

Calculate the totals (See page 2).

Fringe Benefits

Specify the total dollar amount of fringe benefits for staff performing administrative and/or program duties. Include all payments made in accordance with approved payroll benefit programs. This includes retirement/pension plans and various other forms of insurances related to employee compensation such as disability, life, health and unemployment. Additionally, workers' compensation, disability insurance, sick leave and accrued vacation should be included.

ATTACHMENT I
CSBG BUDGET SUPPORT—PERSONNEL COSTS
CSD 425 1.1 (Rev. 12/1/2009)

Listed below are the formulas to calculate Annualized Salary, Percentage of CSBG Time, Number of CSBG Months, and CSBG Funds:

Annualized Salary: CSBG Funds multiplied by 12 months divided by number of months divided by Percentage (%) of time.

Percentage of CSBG Time: CSBG Funds times 12 months divided by the number of Months divided by annualized salary.

Number of Months: CSBG Funds times 12 months divided by percentage of time divided by annualized salary.

CSBG Funds: Annualized Salary divided by 12 months multiplied by the number of months times percentage (%) of time.

**ATTACHMENT I
CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS**

Contractor Name:	Contract Number:	Contract Amount:
Prepared By:	Contract Term:	Amendment #:
Telephone #:	Fax Number:	
Date:	E-mail Address:	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution.	CSBG	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Operating Expenses	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Subcontractor Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - Explain & Justify each line item (I - IV); Any additional other Costs (attach additional sheet if necessary):	Section 10 Administrative Costs	Section 20 Program Cost
Total Other Costs (Sum of I, II, III, IV):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

Instructions

CSBG Budget Support – Non Personnel Costs

CSD 425 1.2

(Rev. 12/1/2009)

**ATTACHMENT I -
CSBG BUDGET SUPPORT - NON PERSONNEL COSTS
CSD 425 1.2 (Rev. 12/1/09)**

Enter the identifying information requested at the top of the report form: contractor's name, contract number, Contract amount, contract term, and amendment number (if applicable). Enter the preparer's name, telephone number, fax number, date, and e-mail address.

List those costs which are directly related to the Administrative (Column A) and/or Program (Column B) of the CSBG contract. All totals must equal the budget summary CSD 425.8.

List all Equipment Purchases Services:

Provide a detailed list of all equipment purchases; include type of equipment and the amount (e.g. copy machine, \$8,500).

List all Contract & Consultant Services:

Provide a detailed list of the contract and consultant services. Include: the name and amount of the each contract (e.g., strategic planning consultant, \$8,500).

List all Out-of-State Travel Only:

Provide detailed information for each out of state travel trip; include location, purpose of each trip, and related costs per trip (e.g., Chicago, IL, CAP Law Conference, \$1500).

List all Subcontractor Services:

List the subcontractor name and total dollar amount administered to any subcontracting agencies that provide services (e.g., Youth Employment Training Agency, \$20,000).

Other Costs

Please provide a list of all other administrative (Section 10) and program (Section 20) costs that do not fit in the above categories. Attach additional sheets if necessary.

- I. Any additional Other Costs: List the additional other costs that do not fit in any other category.
- II. Direct Client Purchases: List all direct client purchases, include the item name, the number purchased, and the cost (e.g. thermal blankets, qty. 3000, cost \$12,000).
- III. Indirect Costs: The indirect cost rate is defined as the dollar value of the approved federal rate, and the entire amount can be claimed as long as it is not reimbursed by another funding source. Please note that if indirect costs are reported, the approved Indirect Cost Rate Plan must be accompany budget forms.
- IV. Information Technology (IT) Development: IT Development includes only projects in the development phases. Costs of IT projects in progress should be included in Operating Expenses above.

Total Other Costs (sum of I, II, III, IV)

(2011 CSBG)

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/NPI PROGRAM DATA

CSBG/NPI Program Report

CSD 801 (Rev. 11/10)

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1	1		2	3	4	5
employment	Number of Participants Projected to be Served for Contract Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (4/3=5) (%)
the number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:						
A. Unemployed and obtained a job		Mid-Year				
		Annual				
B. Employed and maintained a job for a least 90 days		Mid-Year				
		Annual				
C. Employed and obtained an increase in employment income and/or benefits		Mid-Year				
		Annual				
D. Achieved "living wage" employment and/or benefits		Mid-Year				
		Annual				
In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.						
		Mid-Year				
		Annual				

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.2		1		2	3
Employment Supports		Number of Participants Projected to be Served for Contract Period Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period Period (#)	Number of Participants Achieving Outcome in Reporting Period Period (#)
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following:					
A.	Obtained skills/competencies required for employment		Mid-Year		
			Annual		
B.	Completed ABE/GED and received certificate or diploma		Mid-Year		
			Annual		
C.	Completed post-secondary education program and obtained certificate or diploma		Mid-Year		
			Annual		
D.	Enrolled children in "before" or "after" school programs		Mid-Year		
			Annual		
E.	Obtained care for child or other dependant		Mid-Year		
			Annual		
F.	Obtained access to reliable transportation and/or driver's license		Mid-Year		
			Annual		
G.	Obtained health care services for themselves or a family member		Mid-Year		
			Annual		
H.	Obtained safe and affordable housing		Mid-Year		
			Annual		
I.	Obtained food assistance		Mid-Year		
			Annual		
J.	Obtained non-emergency LIHEAP energy assistance		Mid-Year		
			Annual		
K.	Obtained non-emergency WX energy assistance		Mid-Year		
			Annual		
L.	Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		Mid-Year		
			Annual		
In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.					
			Mid-Year		
			Annual		

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.3	1	Reporting Period	2	3	4	5	6
Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and sources for all participants achieving the outcome, as measured <u>one or more</u> of the following:	Number of Participants Projected to be Served for Contract Period (#)		Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (4/3=5) (%)	Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)

A. ENHANCEMENT

Number and percent of participants in tax preparation programs who qualified for any type Federal or State tax credit and the expected aggregated dollar amount of credits.		Mid-Year					
		Annual					
Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.		Mid-Year					
		Annual					
Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.		Mid-Year					
		Annual					
In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.							
		Mid-Year					
		Annual					

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

National Performance Indicator 1.3 (Continued)	1		2	3	4	5	6
Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:	Number of Participants Projected to be Served for Contract Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (4/3=5) (%)	Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)

B. UTILIZATION

. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days		Mid-Year					N/A
		Annual					
. Number and percent of participants opening an Individual Development Account (IDA) or other savings account		Mid-Year					N/A
		Annual					
. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings		Mid-Year					
		Annual					
Of participants in a Community action assets development program (IDA and others):	N/A						
. Number and percent of participants capitalizing a small business due to accumulated savings		Mid-Year					
		Annual					
. Number and percent of participants pursuing post-secondary education with accumulated savings		Mid-Year					
		Annual					
. Number and percent of participants purchasing a home with accumulated savings		Mid-Year					
		Annual					
. Number and percent of participants purchasing other assets with accumulated savings		Mid-Year					
		Annual					
In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.							
		Mid-Year					
		Annual					

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 1:

Agency's Narratives Goal 1: Low-income people become more self-sufficient.

This space is to record any significant narrative information for national goal 1, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1		1		2	3
Community Improvement and Revitalization		Number of Projects or Initiatives Projected for Contract Period (#)	Reporting Period	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following:					
A. Jobs created, or saved, from reduction or elimination in the community.			Mid-Year		
			Annual		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community.			Mid-Year		
			Annual		
C. Safe and affordable housing units created in the community			Mid-Year		
			Annual		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by community action activity or advocacy			Mid-Year		
			Annual		
E. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination			Mid-Year		
			Annual		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created or saved from reduction or elimination			Mid-Year		
			Annual		
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination			Mid-Year		
			Annual		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.			Mid-Year		
			Annual		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education			Mid-Year		
			Annual		
In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.					
			Mid-Year		
			Annual		

Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2 Community Quality of Life and Assets		1 Number of Program Initiatives or Advocacy Efforts Projected for Contract Period (#)	Reporting Period	2 Number of Program Initiatives or Advocacy Efforts (#)	3 Number of Community Assets, Services or Facilities Preserved or Increased (#)	
The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by <u>one or more</u> of the following:			Mid-Year			
			Annual			
A. Increases in community assets as a result of a change in law, regulation, or policy, which results in improvements in quality of life and assets			Mid-Year			
			Annual			
B. Increase in the availability or preservation of community facilities			Mid-Year			
			Annual			
C. Increase in the availability or preservation of community services to improve public health and safety			Mid-Year			
			Annual			
D. Increase in the availability or preservation of commercial services within low-income neighborhoods			Mid-Year			
			Annual			
E. Increase or preservation of neighborhood quality-of-life resources			Mid-Year			
			Annual			
<i>In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.</i>						
			Mid-Year			
			Annual			

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance <u>Indicator 2.3</u>		1	2
Community Engagement		Number of Total Contribution by Community Projected for Contract Period (#)	Reporting Period
The number of community members working with Community Action to improve conditions in the community.			Total Contribution by Community (#)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives			Mid-Year
			Annual
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)			Mid-Year
			Annual
In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.			
			Mid-Year
			Annual

Goal 2: The conditions in which low-income people live are improved.

NPI 2.4: Employment Growth from ARRA Funds

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.4		1	2
Employment Growth from ARRA Funds		Number of Jobs Projected for Contract Period (#)	Number of Jobs in Reporting Period (#)
The total number of jobs created or saved in the community, at least in part by ARRA Funds, in the community.			
A. Jobs created at least in part by ARRA funds.		Mid-Year	
		Annual	
B. Jobs saved at least in part by ARRA funds		Mid-Year	
		Annual	

In the rows below, please include any additional indicators for NPI 2.4 that were not captured above.

		Mid-Year	
		Annual	

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 2:

The Conditions in which low-income people live are improved.

This space is to record any significant narrative information for national goal 2, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.1	1		2
Community Enhancement Through Maximum Feasible Participation	Total Number of Volunteer Hours Projected for Contract Period (#)	Reporting Period	Total Number of Volunteer Hours (#)
The number of volunteer hours donated to Community Action			
The total number of volunteer hours donated by low-income individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)		Mid-Year	
		Annual	
In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.			
		Mid-Year	
		Annual	

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.2		1	2
Community Empowerment Through Maximum Feasible Participation		Number of Low-Income People Projected for Contract Period Period (#)	Number of Low-Income People in Reporting Period Period (#)
The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following:			
A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community action efforts		Mid-Year	
		Annual	
B. Number of low-income people acquiring businesses in their community as a result of community action assistance		Mid-Year	
		Annual	
C. Number of low-income people purchasing their own home in their community as a result of community action assistance		Mid-Year	
		Annual	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action		Mid-Year	
		Annual	
In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.			
		Mid-Year	
		Annual	

<input type="checkbox"/>	Community Action Plan
<input type="checkbox"/>	Contract No.
<input type="checkbox"/>	Mid-Year Report (Jan-June)
<input type="checkbox"/>	Annual Report (Jan-Dec)

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 3:

Low-income people own a stake in their community.

This space is to record any significant narrative information for national goal 3, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 4.1		1	2
Expanding Opportunities Through Community-Wide Partnerships		Number of Organizational Partnerships Projected for Contract Period (#)	Number of Organizational Partnerships in Reporting Period (#)
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.			
A. Non-Profit			Mid-Year
B. Faith Based			Annual
C. Local Government			Mid-Year
D. State Government			Annual
E. Federal Government			Mid-Year
F. For-Profit Business or Corporation			Annual
G. Consortia/Collaboration			Mid-Year
H. Housing Consortia/Collaboration			Annual
I. School Districts			Mid-Year
J. Institutions of post secondary education/training			Annual
K. Financial/Banking Institutions			Mid-Year
L. Health Service Institutions			Annual
M. State wide associations or collaborations			Mid-Year
The total number of organizations CAAs work with to promote family and community outcomes			Annual
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. Please describe these partnerships in Goal 4 Notes.			Mid-Year
			Annual

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 4:

Partnerships among supporters and providers of services to low-income people are achieved.

This space is to record any significant narrative information for national goal 4, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 5.1			
Agency Development			
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following		1	2
		Number of Resources in Agency Projected for Contract Period (#)	Number of Resources in Agency in Reporting Period (#)
A. Number of Certified Community Action Professionals			Mid-Year
			Annual
B. Number of ROMA Trainers			Mid-Year
			Annual
C. Number of Family Development Trainers			Mid-Year
			Annual
D. Number of Child Development Trainers			Mid-Year
			Annual
E. Number of staff attending trainings			Mid-Year
			Annual
F. Number of board members attending trainings			Mid-Year
			Annual
G. Hours of staff in trainings			Mid-Year
			Annual
H. Hours of board members in trainings			Mid-Year
			Annual

In the rows below, please include any additional indicators that were not captured above. Please describe these measures in Goal 5 Notes.

		Mid-Year	
		Annual	

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 5:

Agencies increase their capacity to achieve results.

This space is to record any significant narrative information for national goal 5, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your

Contractor Name: _____
 Contact Person and Title: _____
 Phone Number: _____ Ext. Number: _____
 E-mail Address: _____ Fax Number: _____

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.1		1	Reporting Period	2
Independent Living		Number of Vulnerable Individuals Living Independently Projected to be Served for Contract		Number of Vulnerable Individuals Living Independently in Reporting Period (#)
The number of vulnerable individuals receiving services from community action who maintain an independent living situation as a result of those services:				
A. Senior Citizens (<i>seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.</i>)			Mid-Year	
			Annual	
B. Individuals with Disabilities			Mid-Year	
			Annual	
ages:			Mid-Year	
a. 0-17			Annual	
b. 18-54			Mid-Year	
			Annual	
c. 55-over			Mid-Year	
			Annual	
the rows below, please include any additional indicators for NPI 6.1 that were not captured above.				
			Mid-Year	
			Annual	

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.2 Emergency Assistance		1 Number of Individuals Seeking Assistance Projected to be Served for Contract Period (#)	Reporting Period	2 Number of Individuals Seeking Assistance in Reporting Period (#)	3 Number of Individuals Receiving Assistance in Reporting Period (#)
The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided.					
A. Emergency Food			Mid-Year		
			Annual		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources			Mid-Year		
			Annual		
C. Emergency Rent or Mortgage Assistance			Mid-Year		
			Annual		
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)			Mid-Year		
			Annual		
E. Emergency Temporary Shelter			Mid-Year		
			Annual		
F. Emergency Medical Care			Mid-Year		
			Annual		
G. Emergency Protection from Violence			Mid-Year		
			Annual		
H. Emergency Legal Assistance			Mid-Year		
			Annual		
I. Emergency Transportation			Mid-Year		
			Annual		
J. Emergency Disaster Relief			Mid-Year		
			Annual		
K. Emergency Clothing			Mid-Year		
			Annual		
In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.					
			Mid-Year		
			Annual		

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3		1		2	3	4	5
Child and Family Development The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:		Number of Participants Projected to be served for Contract Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage of Participants Achieving Outcome in Reporting Period (4/3=5) (%)
A. INFANTS & CHILDREN							
. Infants and children obtain age appropriate immunizations, medical, and dental care			Mid-Year				
			Annual				
. Infant and child health and physical development are improved as a result of adequate nutrition			Mid-Year				
			Annual				
Children participate in pre-school activities develop school readiness skills			Mid-Year				
			Annual				
Children who participate in pre-school activities are developmentally ready to enter kindergarten or 1st Grade			Mid-Year				
			Annual				

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

National Performance Indicator 6.3 (continued)	1		2	3	4	5
Child and Family Development	Number of Participants Projected to be served for Contract Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage of Participants Achieving Outcome in Reporting Period (4/3=5) (%)
B. YOUTH						
1. Youth improve health and physical development		Mid-Year				
		Annual				
2. Youth improve social/emotional development		Mid-Year				
		Annual				
3. Youth avoid risk-taking behavior for a defined period of time		Mid-Year				
		Annual				
4. Youth have reduced involvement with criminal justice system		Mid-Year				
		Annual				
5. Youth increase academic, athletic, or social skills for school success		Mid-Year				
		Annual				
C. PARENTS AND OTHER ADULTS						
1. Parents and other adults learn and exhibit improved parenting skills		Mid-Year				
		Annual				
2. Parents and other adults learn and exhibit improved family functioning skills		Mid-Year				
		Annual				
<i>In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.</i>						
		Mid-Year				
		Annual				
		Mid-Year				
		Annual				

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive

NPI 6.4: Family Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.4		1		2	3
Family Supports (Seniors, Disabled and Caregivers)		Number of Participants Projected to be Served for Contract Period (#)	Reporting Period	Number of Participants Enrolled In Program(s) (#)	Number of Participants Achieving Outcome in Reporting Period (#)
Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:					
A.	Enrolled children in before or after school programs		Mid-Year		
			Annual		
B.	Obtained care for child or other dependent		Mid-Year		
			Annual		
C.	Obtained access to reliable transportation and/or driver's license		Mid-Year		
			Annual		
D.	Obtained health care services for themselves or family member		Mid-Year		
			Annual		
E.	Obtained and/or maintained safe and affordable housing		Mid-Year		
			Annual		
F.	Obtained food assistance		Mid-Year		
			Annual		
G.	Obtained non-emergency LIHEAP energy assistance		Mid-Year		
			Annual		
H.	Obtained non-emergency WX energy assistance		Mid-Year		
			Annual		
I.	Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WXX)		Mid-Year		
			Annual		
In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.					
			Mid-Year		
			Annual		

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.5 Service Counts	1 Number of Services Projected for Contract Period Period (#)	Reporting Period	2 Number of Services in Reporting Period Period (#)
The number of services provided to low-income individuals and/or families, as measured by one or more of the following:			
A. Food Boxes		Mid-Year	
		Annual	
B. Pounds of Food		Mid-Year	
		Annual	
C. Units of Clothing		Mid-Year	
		Annual	
D. Rides Provided		Mid-Year	
		Annual	
E. Information and Referral Calls		Mid-Year	
		Annual	
In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.			
		Mid-Year	
		Annual	

Contractor Name: _____
Contact Person and Title: _____
Phone Number: _____ Ext. Number: _____
E-mail Address: _____ Fax Number: _____

Agency Notes and Clarifications on Goal 6:

Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

This space is to record any significant narrative information for national goal 6, as requested by the *Guide*. We encourage you to provide qualitative information to complement and augment your statistical outcome data. In addition, this space is available to provide an explanation for not meeting or exceeding your projections.

CSBG/NPI PROGRAMS REPORT INSTRUCTIONS

Background:

The CSD 801 report form is used as a Contract form and Progress reporting form. This form is used to establish projections and goals over the contract term. The Progress Report will capture the agency's success in accomplishing the goals. The goals and National Performance Indicators (NPI) used in the CSD 801 form are National Goals and Indicators, which CSD is required to annually report to the U.S. Health and Human Services Agency (HHS), Office of Community Services (OCS), and the National Association of Community Service Programs (NASCS).

There are six OCS Goals which CSD is required to track and report outcomes to the NASCS and OCS. Under each goal are the NPI's that capture outcomes, which contribute to the accomplishment of the OCS goals. The CSD 801 consists of OCS Goals and under each goal is a list of Indicators, which pertain to the goals.

Completing the NPI form:

This report is created in an Excel template and designed to be completed on the PC using Excel. Please download the template at www.csd.ca.gov under "CSD Contractors">CSBG>scroll to Resources>click on CSBG Resources link". The form can then be saved to your PC hard drive and completed. The CSD 801 is one (1) workbook that consists of twenty-six (26) worksheets. At the bottom of the excel screen will be tabs labeled for each goal (1-6) as well as Instructions (2 pages) and the National Performance Indicator (NPI) guide (80 pages pdf.). To open the full pdf. NPI guide double click on the cover of the guide. To print the CSD 801, go to file, print and in the "print what" section choose entire workbook. The entire workbook, option will print each page in the workbook for submission.

Information in the following fields will automatically populate into all other tabs from the GOAL 1 tab, so please ensure accuracy when completing the below fields:

- Contract Number
- Report Month
- Submission Date
- Contractor's Name
- Contact Person and Title
- Phone Number
- E-mail
- Fax

Problem Statement: Problem statements identified must be supported in the needs assessment and goal-setting process. Briefly address the following components:

- What is the Problem?
- What is the cause of the problem?
- Who is affected?
- Location of those affected?

Program Activities and Delivery Strategies: Enter all of the planned activities and delivery strategies necessary to achieve the National Performance Indicators. Include a description of services along with a brief explanation of how those services will be delivered.

National Performance Indicators: The 16 NPI's are about community action, not just those activities funded through the Community Services Block Grant. Outcomes should be counted and reported from all relevant community action programs and activities. Reference the National Performance Indicator Guide for detailed information, updated (May 2009) and is available on the first tab in the workbook labeled NPI guide and at www.csd.ca.gov under "CSD Contractors">CSBG>scroll to Resources>click on CSBG Resources link".

Helpful hints in completing the NPI's:

- All projections should be numerical.
- Do not use zeros, percentages, or fractions.
- If the question or NPI is not applicable to your agency's work, leave the cell blank.
- Enter data for NPI's that directly relate to your agency's work.
- All data should reflect the projected outcomes to be tracked during the 2-year CAP and 1 year CSBG contract period.
- Blank rows are used to capture additional indicators that are NOT identified.
- Complete the narrative to record any significant narrative information as requested by the Guide. We encourage you to provide qualitative information to compliment and augment your statistical outcome data. In addition, the narrative space is available to provide an explanation for not meeting or exceeding your projections.

Submitting NPI forms with:

CSBG Contract: Project for one (1) year and complete only column one (1). Submit forms with contract.

Mid-year progress report: On the CSBG/NPI Program Report (CSD 801), enter all activities on those indicators where projections were entered (*Refer to Exhibit B, attachment II of the contract*). The Mid-year report covers reporting period January – June with a due date of July 20th. The reports are to be submitted to the following e-mail address: CSBGReports@csd.ca.gov.

Annual report: On the CSBG/NPI Program Report (CSD 801), enter all activities on those indicators where projections were entered (*Refer to Exhibit B, attachment II of the contract*). The annual report covers reporting period January – December with a due date of January 20th. The reports are to be submitted to the following e-mail address: CSBGReports@csd.ca.gov.

Additional questions regarding forms:

Refer to contract or contact your field representative.

(2011 CSBG)

EXHIBIT B
(Standard Agreement)

ATTACHMENT III

Contract Year 2011 CSBG Allocation Spreadsheet

State of California
Department of Community Services and Development
2011 CSBG Allocation
CAAS

Attachment III

County	Agency	Contract Number	2011 ALLOCATION			2011 ADVANCE		
			A Total Estimated Allocation (For Budgeting)	B First Release (11/16/10) PCA 44411	F Total 2011 Contract	G First Available (11/16/10)	K Total 2011 Advance Available	
Alameda	1 Berkeley CAA	11F-4201	259,993	48,224	48,224	48,224	48,224	
Alameda	2 Associated Community Action Program	11F-4202	571,989	106,094	106,094	106,094	106,094	
Alameda	3 City of Oakland, Department of Human Services	11F-4203	719,412	133,438	133,438	133,438	133,438	
Alpine	4 Inyo Mono Advocates for Community Action, Inc.	11F-4204	2,214	411	411	411	411	
Amador/Tuolumne	5 Amador/Tuolumne CAA	11F-4205	254,556	47,216	47,216	47,216	47,216	
Butte	6 CAA of Butte County, Inc.	11F-4206	368,339	68,320	68,320	68,320	68,320	
Calaveras/Mariposa	7 Calaveras-Mariposa CAA	11F-4207	253,904	47,095	47,095	47,095	47,095	
Colusa	SEE GLENN							
Contra Costa	8 Contra Costa Employment & Human Services Dept	11F-4208	673,370	124,898	124,898	124,898	124,898	
Del Norte	9 Del Norte Senior Center	11F-4209	44,715	8,294	8,294	8,294	8,294	
El Dorado	10 El Dorado County Department of Human Services	11F-4210	255,816	47,449	47,449	47,449	47,449	
Fresno	11 Fresno County EOC	11F-4211	1,684,532	312,451	312,451	312,451	312,451	
Glenn/Colusa/Trinity	12 Glenn County Human Resource Agency	11F-4212	255,326	47,358	47,358	47,358	47,358	
Humboldt	13 Redwood CAA	11F-4213	262,256	48,644	48,644	48,644	48,644	
Imperial	14 Campesinos Unidos, Inc.	11F-4214	279,354	51,815	51,815	51,815	51,815	
Inyo/Mono	15 Inyo Mono Advocates for Community Action, Inc.	11F-4215	252,177	46,774	46,774	46,774	46,774	
Kern	16 CAP of Kern	11F-4216	1,232,078	228,528	228,528	228,528	228,528	
Kings	17 Kings CAO, Inc.	11F-4217	260,903	48,393	48,393	48,393	48,393	
Lake	18 Lake County CAA, Inc.	11F-4218	255,326	47,358	47,358	47,358	47,358	
Lassen/Plumas/Sierra	19 Lassen/Plumas/Sierra CAA	11F-4219	253,577	47,034	47,034	47,034	47,034	
Los Angeles	20 Foothill Unity Center	11F-4220	361,698	67,089	67,089	67,089	67,089	
Los Angeles	21 Long Beach CSDC, Inc.	11F-4221	973,090	180,491	180,491	180,491	180,491	
Los Angeles	22 County of Los Angeles Dept of Public Social Services	11F-4222	6,882,902	1,276,655	1,276,655	1,276,655	1,276,655	
Los Angeles	23 City of Los Angeles, CDD, HS & NDD	11F-4223	7,535,467	1,397,697	1,397,697	1,397,697	1,397,697	
Madera	24 CAP of Madera County, Inc.	11F-4224	262,489	48,687	48,687	48,687	48,687	
Marin	25 Community Action Marin	11F-4225	258,079	47,869	47,869	47,869	47,869	
Mariposa	SEE CALAVERAS							
Mendocino	26 North Coast Opportunities	11F-4226	257,030	47,674	47,674	47,674	47,674	
Merced	27 Merced County CAA	11F-4227	423,679	78,585	78,585	78,585	78,585	
Modoc/Siskiyou	28 Modoc-Siskiyou CAA	11F-4228	255,326	47,358	47,358	47,358	47,358	
Mono	SEE INYO							
Monterey	29 Monterey County CAP	11F-4229	486,101	90,163	90,163	90,163	90,163	
Napa	30 Community Action Napa Valley	11F-4230	255,256	47,345	47,345	47,345	47,345	
Nevada	31 Nevada County Dept of Housing & Community Services	11F-4231	253,974	47,108	47,108	47,108	47,108	
Orange	32 CAP of Orange County	11F-4232	2,723,144	505,095	505,095	505,095	505,095	
Placer	33 County of Placer Dept of Health and Human Services	11F-4233	257,403	47,744	47,744	47,744	47,744	
Plumas	SEE LASSEN							
Riverside	34 CAP of Riverside County	11F-4234	2,013,913	373,545	373,545	373,545	373,545	
Sacramento	35 Sacramento Employment and Training Agency	11F-4235	1,597,318	296,274	296,274	296,274	296,274	

State of California
Department of Community Services and Development
2011 CSBG Allocation
CAAS

Attachment III

County	Agency	Contract Number	2011 ALLOCATION			2011 ADVANCE	
			A Total Estimated Allocation (For Budgeting)	B First Release (11/16/10) PCA 24411	F Total 2011 Contract	G First Available (11/16/10)	K Total Advance Available
San Benito	San Benito County DCS & WD	11F-4236	252,923	46,913	46,913	46,913	46,913
San Bernardino	CAP of San Bernardino County	11F-4237	2,477,879	459,602	459,602	459,602	459,602
San Diego	County of San Diego, HHSA, CAP	11F-4238	3,183,568	590,495	590,495	590,495	590,495
San Francisco	EOC of San Francisco	11F-4239	814,597	151,093	151,093	151,093	151,093
San Joaquin	San Joaquin County Dept of Aging & Community Svcs	11F-4240	913,323	169,405	169,405	169,405	169,405
San Luis Obispo	CAP of San Luis Obispo County, Inc.	11F-4241	280,239	51,979	51,979	51,979	51,979
San Mateo	TBD	11F-4242	382,950	71,030	71,030	71,030	71,030
Santa Barbara	CAC of Santa Barbara County, Inc.	11F-4243	518,420	96,158	96,158	96,158	96,158
Santa Clara	Sacred Heart Community Services	11F-4244	1,170,983	217,196	217,196	217,196	217,196
Santa Cruz	CAB of Santa Cruz County, Inc.	11F-4245	276,255	51,240	51,240	51,240	51,240
Shasta	Shasta County CAA	11F-4246	262,512	48,691	48,691	48,691	48,691
Sierra	SEE LASSEN						
Siskiyou	SEE MODOC						
Solano	CAP of Solano County	11F-4247	294,848	54,689	54,689	54,689	54,689
Sonoma	CAP of Sonoma County	11F-4248	341,777	63,394	63,394	63,394	63,394
Stanislaus	Central Valley Opportunity Center, Inc.	11F-4249	662,303	122,845	122,845	122,845	122,845
Sutter	Sutter County CAA	11F-4250	256,307	47,540	47,540	47,540	47,540
Tehama	Tehama County CAA	11F-4251	255,046	47,306	47,306	47,306	47,306
Trinity	SEE GLENN						
Tulare	Community Services & Employment Training, Inc.	11F-4252	814,597	151,093	151,093	151,093	151,093
Tuolumne	SEE AMADOR						
Ventura	Community Action of Ventura County, Inc.	11F-4253	644,595	119,561	119,561	119,561	119,561
Yolo	County of Yolo, Dept of Employment & Social Services	11F-4254	280,239	51,979	51,979	51,979	51,979
Yuba	Yuba County CSC	11F-4255	256,378	47,554	47,554	47,554	47,554
TOTAL, all counties			47,276,445	8,768,936	8,768,936	8,768,936	8,768,936
* Equals contract facesheet (STD 213, Item 3)							

State of California
Department of Community Services and Development
2011 CSBG Allocation
Non-CAAs

Attachment III

NATIVE AMERICAN INDIANS

Agency	Contract Number	2011 ALLOCATION			2011 ADVANCE	
		A	B	F	G	K
		Total Estimated Allocation (For Budgeting)	First Release (11/16/10)	Total 2011 Contract	First Available (11/16/10)	Total 2011 Advance Available
Karuk (Core Funding)	11F-4256	42,000	7,790	7,790	7,790	7,790
Karuk	11F-4257	62,745	11,638	11,638	11,638	11,638
NCIDC (Core Funding)	11F-4258	122,000	22,629	22,629	22,629	22,629
NCIDC/LIFE (Core Funding)		(Included with NCIDC below)				
NCIDC	11F-4259	1,812,147	336,121	336,121	336,121	336,121
LA City/County NAIC	11F-4260	383,948	71,216	71,216	71,216	71,216
TOTAL		2,422,840	449,394	449,394	449,394	449,394

MIGRANT & SEASONAL FARMWORKERS

Agency	Contract Number	2011 ALLOCATION			2011 ADVANCE	
		A	B	F	G	K
		Total Estimated Allocation (For Budgeting)	First Release (11/16/10)	Total 2011 Contract	First Available (11/16/10)	Total 2011 Advance Available
California Human Development Corporation	11F-4261	1,428,855	265,027	265,027	265,027	265,027
Proteus, Inc.	11F-4262	2,298,592	426,348	426,348	426,348	426,348
Central Valley Opportunity Center, Inc.	11F-4263	559,117	103,706	103,706	103,706	103,706
Center for Employment Training	11F-4264	1,925,847	357,210	357,210	357,210	357,210
TOTAL		6,212,411	1,152,291	1,152,291	1,152,291	1,152,291

LIMITED PURPOSE AGENCIES
(DISCRETIONARY FUNDS)

Agency	Contract Number	2011 ALLOCATION			2011 ADVANCE	
		A	B	F	G	K
		Total Estimated Allocation (For Budgeting)	First Release (11/16/10)	Total 2011 Contract	First Available (11/16/10)	Total 2011 Advance Available
Campesinos Unidos, Inc.	11F-4265	81,846	81,846	81,846	20,462	20,462
Community Design Center	11F-4266	123,262	123,262	123,262	30,816	30,816
Del Norte Senior Center	11F-4267	89,600	89,600	89,600	22,400	22,400
Rural Community Assistance Corporation	11F-4268	138,053	138,053	138,053	34,513	34,513
TOTAL		432,761	432,761	432,761	108,191	108,191

* Equals contract facesheet (STD 213, Item 3)

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL**

This Agreement is of no force or effect until signed by both parties.

2. **AMENDMENT**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., CCR Title 2, Section 1896.)

5. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT C
(Standard Agreement)

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. CERTIFICATION CLAUSES

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. TIMELINESS

Time is of the essence in this Agreement.

EXHIBIT C
(Standard Agreement)

12. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

15. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. PRIORITY HIRING CONSIDERATIONS

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. TRAVEL/PER DIEM

- A. Contractor's total travel and per diem costs for in-state and/or out-of-state shall be included in the Agreement Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230), as applicable.
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Sections 599.615 through 599.638 and shall be reimbursed in accordance with the terms contained therein.

2. CERTIFICATIONS

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Amendment for Change of Agency Name (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air and Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

EXHIBIT D
(Standard Agreement)

- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov

3. INTERNAL CONTROL CERTIFICATION

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard State assets.
- B. Access to agency assets is limited to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

4. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

EXHIBIT D
(Standard Agreement)

5. **CODES OF CONDUCT**

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay federal funds received from CSD to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations); and/or OMB Circular A-110, Section 42.

6. **COMPLIANCE MONITORING**

- A. As the recipient of federal CSBG funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and State laws, and for tracing all costs to the level of expenditure.
- B. As the State administrator for the CSBG, CSD is required to ensure that funds allocated to Contractor are expended for the purposes identified in federal and State CSBG law, and for allowable and allocable costs under the applicable rules of the OMB.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.

EXHIBIT D
(Standard Agreement)

- D. CSD shall provide Contractor reasonable advance written notice of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- E. In the event CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide Contractor with the observations, recommendations, and/or findings in writing, along with a specific action plan for correcting the noncompliance.

7. **SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT**

- A. In addition to CSD's authority to terminate, suspend, or deny funding or refunding under federal and State laws and regulations, CSD has authority to establish fiscal control and accounting procedures to fulfill its oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, CSD hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions on Contractor, according to that Section, as a result of unsatisfactory performance of and/or noncompliance with the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. Failure by Contractor to meet prescribed timelines or take corrective action shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including, but not limited to, withholding advance payments and initiation of the suspension and termination procedures prescribed by State and federal CSBG laws and/or regulations.

8. **BOARD ROSTER, BYLAWS, RESOLUTION AND MINUTES**

- A. Concurrent with Contractor's submission of this Agreement, Contractor shall submit to CSD the following:
- 1) A current roster of the Executive Committee of the tripartite board, including contact information for each Committee member at a location other than the office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any

EXHIBIT D
(Standard Agreement)

changes to the Executive Committee within thirty (30) days of such occurrence.

- 2) A current tripartite board roster, including the name and sector (i.e., low-income, public, private) of each board member.
- B. Contractor's current governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by either: 1) direct signature of a board member; or 2) any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer (CEO), CSD will accept either a resolution specific to this Agreement or a resolution approved by the current governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the CEO provided timely and effective communication of the execution and terms of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD's final execution of this Agreement.
- D. Contractor shall submit to CSD the tripartite board minutes from regularly scheduled meetings no later than thirty (30) days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the tripartite board's bylaws.
- E. If Contractor's tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including, but not limited to, discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than thirty (30) days after the minutes are approved.

EXHIBIT D
(Standard Agreement)

9. **AUDITING STANDARDS AND REPORTS**

A. **Auditing Standards**

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as Exhibit D, Attachment I. The 2009 Supplemental Audit Guide may be accessed at www.csd.ca.gov.

B. **Audit Reports**

- 1)
 - a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
 - b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:
 - i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and
 - ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
- 4) Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contract year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

EXHIBIT D
(Standard Agreement)

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- 5) In the event an audit required under this Agreement has not been submitted in a timely fashion, CSD may impose sanctions as provided in OMB Circular No. A-133 at § ___.225, to include:
- a) Withholding a percentage of federal awards until the audit is completed satisfactorily;
 - b) Withholding or disallowing overhead costs;
 - c) Suspending federal awards until the audit is conducted; and/or
 - d) Terminating the federal award.

EXHIBIT D
(Standard Agreement)

10. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in federal CSBG law, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall submit written notification to CSD within sixty (60) calendar days of execution of each subcontractor agreement with the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor shall be responsible for conducting periodic monitoring of subcontractor's program activities and fiscal accountability. Contractor shall also ensure that any subcontracts under this Agreement contain the right of reasonable access to the subcontractors' books and records by CSD staff and representatives and by Contractor's independent auditors for purposes of ensuring the allowability of expenditures of the funds under this Agreement.
- C. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- E. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make

EXHIBIT D
(Standard Agreement)

payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

11. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the insurance policies and bond required under this Agreement; including Self Insurance, Workers' Compensation Insurance, General Liability Insurance, Vehicle Insurance, and a Fidelity Bond; shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide CSD with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within thirty (30) calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name CSD as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to maintain in effect at all times the specified insurance and bond coverages as herein provided, CSD may, in addition to any other available remedies, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, CSD shall be named as additional insured on all Certificates of Insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include any cash advances and reimbursement payments, to the Contractor shall be contingent, in part, upon proof of current insurance coverage, as required by this Agreement, being on file at CSD.

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, CSD, upon satisfactory proof, may waive the appropriate insurance requirements. To

EXHIBIT D
(Standard Agreement)

qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contains assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the event that the Contractor's self-insurance coverage has not changed since the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred since last year. This letter must be submitted concurrent with the Agreement.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement concurrent with submission of the Agreement. No initial cash advance(s) will be issued to the Contractor until this requirement is met.

D. Fidelity Bond

- 1) 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement on STD 213, item 3.
- 2) Contractor shall submit an applicable Certificate of Insurance to CSD as evidence of compliance with the fidelity bond requirement concurrent with submission of the Contract. No initial cash advance(s) will be issued to the Contractor until this requirement is met.

EXHIBIT D
(Standard Agreement)

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit to CSD an applicable Certificate of Insurance naming CSD as an additional insured, as evidence of compliance with general liability insurance requirements concurrent with submission of the Contract. No initial cash advance(s) will be issued to the Contractor until this requirement is met.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When Contractor will allow employees to use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired automobile liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Concurrent with submission of the signed Agreement, Contractor shall submit an applicable Certificate of Insurance, which designates CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements. No initial cash advance(s) will be issued to the Contractor until this requirement is met.

12. AGREEMENT CHANGES

A. Amendment

Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

EXHIBIT D
(Standard Agreement)

If Contractor intends to request a formal amendment to this Agreement, the request must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) days prior to the expiration of the Agreement term.

B. Modification

- 1) Any request(s) for modification to Attachment I or Attachment II (Exhibit B), must be submitted on a CSD 425b, Justification for Contract Amendment/Modification, no later than forty-five (45) calendar days prior to the expiration date of this Agreement.
- 2) Contractor may modify problem statements, program activities, and/or delivery strategies, to either: a) add program(s) not previously projected on the CSD 801, or b) remove program(s) previously projected on the CSD 801 for which no clients have been served and the program was terminated.
- 3) Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget and must be submitted on a CSD 425b, Justification for Contract Amendment/Modification.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure

EXHIBIT D
(Standard Agreement)

socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also secure tunnel between CSD and the Contractor user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

EXHIBIT D
(Standard Agreement)

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within twenty-four (24) hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

14. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 SUPPLEMENTAL AUDIT GUIDE

(2011 CSBG)

EXHIBIT D
(Standard Agreement)

ATTACHMENT I

2009 CSD SUPPLEMENTAL AUDIT GUIDE

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors

From: CSD Audit Services Unit

Date: February 3, 2010

SUPPLEMENTAL AUDIT GUIDE**Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedure manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Supplemental Audit Guide

Selected Items of Cost

Inventory System (All Contracts)

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.
2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

Supplemental Audit Guide

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Supplemental Audit Guide

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a "positive assurance" statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide "positive assurance" whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor's controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor's independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item.

Auditing Standards and Reports

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

Supplemental Audit Guide

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

American Recovery and Reinvestment Act of 2009 (ARRA) Funds

ARRA IDENTIFICATION

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

SEPARATE ACCOUNTING

Contractors must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

PREVAILING WAGE

Supplemental Audit Guide

Determine if there is a designated payroll person to certify, on a weekly basis, that the Contractor is paying residential prevailing wage in accordance with the wage determinations as set forth in the ARRA contract.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS:

1. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 4) Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 5) If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

2. **PROCUREMENT**

A. **Contract Administration**

- 1) Contractors shall administer this Agreement in accordance with all federal and State rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit A to this Agreement. Contractors shall establish,

EXHIBIT E
(Standard Agreement)

maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost or total value of contract exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with the following requirement:
 - a. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:

EXHIBIT E
(Standard Agreement)

- i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
 - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 2 shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

3. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

EXHIBIT E
(Standard Agreement)

4. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60; Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

5. SPECIFIC ASSURANCES

- A. Pro-Children Act of 1994
 - 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
 - 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.
 - 3) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act)." For detailed explanation, see www.csd.ca.gov.

EXHIBIT E
(Standard Agreement)

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

E. Lobbying Activities

- 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
- 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT G, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

6. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A.** Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement.

EXHIBIT E
(Standard Agreement)

through on-site inspections, audits, and other applicable means the State determines necessary.

- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- C. Any duly authorized representative of the federal or State government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the working papers of said audit firm(s).

7. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

EXHIBIT E
(Standard Agreement)

8. ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR
- A. Contractor has read and agrees to strictly comply with Title 22 of the California Code of Regulations, Section 100751, as amended, which sets forth elements to be included in client benefit denial appeal procedures and shall advise individuals who have been denied assistance of their twenty (20) day right to appeal to the State for an administrative hearing pursuant to 42 USC 8624(b)(13), as amended.
 - B. Within five (5) working days of receipt of an appeal from a client, CSD's Fair Hearings Officer shall schedule an administrative hearing to be conducted no later than thirty (30) calendar days from the receipt of the request.
 - C. The client may withdraw request for appeal for administrative hearing at any time during the appeal process by rendering written or oral notice to the State. Where oral notice is given, such notice shall be confirmed in writing by the Parties.
9. CSBG TERMS, CONDITIONS AND PROVISIONS FISCAL YEAR 2011
- A. Program Standards

The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act, the provision of the current approved Community Services Block Grant State plan, including all approved amendments or revision.
 - B. Administrative Requirements in accordance with Title 45 of the Code of Federal Regulations (CFR).

45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
45 CFR Part 30 – Claims Collection;
45 CFR Part 76 – Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
45 CFR Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
45 CFR Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title;
45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;

EXHIBIT E
(Standard Agreement)

45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
45 CFR Part 93 – New Restrictions on Lobbying;
45 CFR Part 96 – Block Grants;
45 CFR Part 97 – Consolidation of Grants to the Insular Areas;
45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities

The above documents are hereby incorporated by reference into this Agreement. to access these documents, please visit www.csd.ca.gov

- C. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to this grant award:

Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”

Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

- D. In accordance with Part C of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- E. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the Single Audit Act of 1984, as amended.

EXHIBIT F
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

CSD: The State of California Department of Community Services and Development.

Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Government Code § 12759

EXHIBIT F
(Standard Agreement)

after CSD receives the notice of grant award for the full allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Maximum Amount:

The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement.

Modification:

An immaterial change to this Agreement that does not require an Amendment.

Parties:

CSD on behalf of the State of California, and the Contractor.

Program:

The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.

State:

The State of California Department of Community Services and Development.

Subcontractor:

An entity (partnership, tribe, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontract:

A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT G



CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2011 through December 31, 2011

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bld/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name address of Lobbying Entity (If individual, last name, first, name, MI): _____		b. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI): _____
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment Indicated in Item 11: _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.